

NOTICE OF LIEN UNDER MISSISSIPPI CODE ANNOTATED
(1972) AS AMENDED, §85-7-181 ET SEQ.

OCT 8 4 23 PM '01

STATE OF MISSISSIPPI
COUNTY OF DESOTOBK/3 PG 519
FILEDTO: Jack W. and Dorothy T. Jones
2323 McIngvale Road, Apt. 1203
Hernando, MS 38632

Olive Branch Ready Mix, Inc, hereby serves notice on Jack W. and Dorothy T. Jones, by forwarding by Certified Mail, Return Receipt Requested, a lien on amount due contractor under the provisions of Mississippi Code Annotated (1972) as amended §85-7-181, et. seq. , and hereby notifies the said Jack W. and Dorothy T. Jones of the claim of Olive Branch Ready Mix, Inc., and in support thereof, would show and state the following:

1. That Jack W. and Dorothy T. Jones are the owners of the following described land located in DeSoto County, Mississippi, Lot 49 Lakes of Cedar Grove Subdivision more particularly described as follows:

Lot 49, Phase I, THE LAKES OF CEDAR GROVE, situated in Section 7, Township 3 South, Range 7 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 55, Page 37, in the office of the Chancery Clerk of Desoto County, Mississippi.

2. That Olive Branch Ready Mix, Inc. contracted with Evans Concrete Contractor, LLC to provide for materials for construction on the property described above. That pursuant thereto, Olive Branch Ready Mix, Inc. did provide the materials for construction on the property described above, and that as a result thereof, there is presently due to Olive Branch Ready Mix, Inc. the sum of Two Thousand Eight Hundred Ninety Seven Dollars and Three Cents (\$2,897.03).

3. That there is unpaid at this time, as shown by the sworn Affidavit of Account of Michael K. Carrier, President of Olive Branch Ready Mix, Inc., attached hereto, the sum of Two Thousand Eight Hundred Ninety Seven Dollars and Three Cents (\$2,897.03) which is presently

due and owing and which said sum the said Evans Concrete Contractor, Inc. has not made any payments and it appearing that he likely will not make any payments.

4. That Olive Branch Ready Mix, Inc. is claiming benefit of Mississippi Code Annotated (1972) as amended § 85-7-181, et. seq., by giving notice to Jack W. and Dorothy T. Jones to hold all sums due Evans Concrete Contractors, LLC that are owed by Evans Concrete Contractors, LLC to Olive Branch Ready Mix, Inc.

5. The parties affected by this notice are:

Jack W. and Dorothy T. Jones
2323 McIngvale Road, Apt. 1203
Hernando, MS 38632

Evans Concrete Contractor, LLC
2684 Fountain Lane West
Hernando, MS 38632

WITNESS MY SIGNATURE, this the 8th day of October, 2001.

Olive Branch Ready Mix, Inc.

BY: Michael K. Carrier
Michael K. Carrier, President

PREPARED BY:
MYERS GRAVES & ASSOCIATES, PLLC
140 W. CENTER STREET
HERNANDO, MS 38632
(662) 429-1994

Maryanne Earl
WILLIAM P. MYERS, MB NO. 3716
MARY ANNE EARL, MB NO. 100094

AFFIDAVIT TO ACCOUNT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, and within my jurisdiction, the within named Michael K. Carrier, who acknowledged that he is President of Olive Branch Ready Mix, Inc., on his oath states that Evans Concrete Contractor, LLC is severally indebted to Olive Branch Ready Mix, Inc. in the sum of Two Thousand Eight Hundred Ninety Seven Dollars and Three Cents (\$2,897.03).

Olive Branch Ready Mix, Inc.

BY: Michael K Carrier
Michael K. Carrier, President

SWORN TO AND SUBSCRIBED BEFORE ME, this the 8th day of October, 2001.

Lisa Denise Johnson
NOTARY PUBLIC

My Commission Expires:

3/23/2006



OLIVE BRANCH READY MIX, INC.

PHYSICAL ADDRESS
1960 HWY 51
NESBIT, MS 38651
662-429-5484

MAILING ADDRESS
P.O. BOX 32
OLIVE BRANCH, MS 38654
662-895-5460

38
\$289.03

DATE	CUSTOMER ID	PO NUMBER	JOB NUMBER	ORDERED BY	TICKET NUMBER
21 May 01	EVANS			N	9
SOLD TO		DELIVERED TO		ORDERED	
EVANS CONCRETE CONTRACT		LAKES OF CEDAR GROVE		24.00	
		HERRANDO		B.00	
		FOR DON DUCAN JOB		USE OF PRODUCT	
QUANTITY	PROD. CODE	PRODUCT DESCRIPTION		UNIT PRICE	EXTENDED
2.00	35C2	3500 CONN EX		67.00	536.00
8.00	FIBER	FIBER		4.25	34.00
TRUCK	DRIVER	TRUCK TIME	PLANT	TAX CODE	
35	KENNY M.	8:50:58	Nesbit	7%	TAX
TIME BATCHED					TOTAL
8:50:58					609.40

CAUTION: Freshly mixed cement, mortar, grout or concrete may cause skin irritation. Avoid direct contact when possible and wash exposed skin areas promptly with water. If any cementitious material gets into the eye, rinse immediately and repeatedly with water and get prompt medical attention.

NOTICE: Delivery Condition: When material is to be delivered to places other than on public streets, the buyer agrees to provide roadways or approaches, permitting access of trucks to point of delivery under their own power. If the buyer orders delivery beyond the curb line the buyer assumes all liability for any damage to sidewalks, driveways or other property and agrees to indemnify Olive Branch Ready Mix, Inc. against all liability loss and expense incurred as the result of such delivery including wrecker charges.

Drivers are not permitted to add water to the mix to exceed maximum slump, except at direction of owner/contractor. Additional water added to mix concrete will reduce its strength and can cause other problems. Any water added is at customer risk. Calcium chloride may cause discoloration. The Seller agrees to make all deliveries at the best rate within its ability and dispatch, but no claims will be allowed because of delays. If trucks are held at the work site for more than the maximum time allowed, overtime will be billed to the purchaser at the rate in effect at time of delivery. Prices are based on loads of not less than 5 cubic yards. Prices on loads of less than 5 cubic yards will be quoted on request. Ready mixed concrete ordered and delivered by mistake or in excess of requirements cannot be returned for credit.

The Purchaser's exceptions and claims shall be deemed waived unless made in writing 3 days from time of delivery. The Seller shall be given full opportunity to investigate them. The Seller's liability shall in no event exceed the purchase price of the materials against which the claim is filed.

TERMS: Service charge of 1 1/2% (18 percent annual) will be charged on past due accounts.

Delivery/Terms Accepted by: _____

Walter - Listed by: _____

Walter - Listed on job: _____

SEP. 25. 2001 5:04PM GOODMAN, GLAZER

OLIVE BRANCH READY MIX, INC.

PHYSICAL ADDRESS
 1960 HWY 51
 NESBIT, MS 38651
 662-429-5484

MAILING ADDRESS
 P.O. BOX 32
 OLIVE BRANCH, MS 38654
 662-895-5460

DATE	CUSTOMER ID	PO NUMBER	JOB NUMBER	ORDERED BY	TICKET NUMBER
21 MAR 01	EVANS			N	25
SOLD TO		DELIVERED TO		ORDERED	DELIVERED
EVANS CONCRETE CONTRACT		LAKES OF CEDAR GROVE HERNANDT FOR DON DUCAN JOB		24.00	24.00
QUANTITY	PROD CODE	PRODUCT DESCRIPTION		UNIT PRICE	EXTENDED
1.00	3502	3500 CONN 2%		60.00	536.00
0.00	FIBER	FIBER		4.25	34.00
TRUCK DRIVER		TRUCK TIME	PLANT	TAX CODE	
10	BENNIE	11:01:32	Nesbit	7%	
TIME BATCHED		TIME IN		TIME OUT	
11:01:32					
TOTAL				609.90	
TAX				39.90	

CAUTION: Freshly mixed cement, mortar, or concrete may cause skin irritation. Avoid direct contact when possible and wash exposed skin areas promptly with water. If any cementitious materials get into the eyes, rinse immediately and repeatedly with water and get prompt medical attention.

NOTICE: Delivery Condition: When material is to be delivered to places other than on public streets, the buyer agrees to provide roadways or approaches, permitting access of trucks to point of delivery under their own power. If the buyer orders delivery beyond the curb line, the buyer assumes all liability for any damage to sidewalks, driveways or other property and agrees to indemnify Olive Branch Ready Mix, Inc. against all liability loss and expense incurred as the result of such delivery including wrecker charges.

Drivers are not permitted to add water to the mix to exceed maximum slump, except at direction of owner/contractor. Additional water added to this concrete will reduce its strength and can cause other problems. Any water added is at customer's risk. Calcium chloride may cause discoloration. The Seller agrees to make all deliveries at the best rate within its ability and dispatch, but no claims will be allowed because of delays. If trucks are held at the work site for more than the maximum time allowed, overtime will be billed to the purchaser at the rate in effect at time of delivery. Prices are based on loads of not less than 5 cubic yards. Prices on loads of less than 5 cubic yards will be quoted on request. Ready mixed concrete ordered and delivered by mistake or in excess of requirements cannot be returned for credit. The Seller shall be given full opportunity to investigate them. The Seller's liability shall in no event exceed the purchase price of the materials against which the claim is made. **TERMS:** Service charge of 1 1/2% (18 percent annual) will be charged on past due accounts.

Delivery/Terms Accepted by: _____

Water requested by: _____

Water added on job: _____

Goodman, Glazer

OLIVE BRANCH READY MIX, INC.

PHYSICAL ADDRESS

1960 HWY 51
NESBIT, MS 38651
662-429-5484

MAILING ADDRESS

P.O. BOX 32
OLIVE BRANCH, MS 38654
662-895-5460

DATE	CUSTOMER ID	PO NUMBER	JOB NUMBER	ORDERED BY	TICKET NUMBER
21-MAR-01	EVANS				
SOLD TO	DELIVERED TO		ORDERED		
EVANS Concrete	1/4 MI. OF Tech Grove. HERNANDO FOR DON DUCAN JOB		N 32		
QUANTITY	PROD. CODE	PRODUCT DESCRIPTION		UNIT PRICE	EXTENDED
6.00	3500	3500 CONN 24 FIBER		67.00	402.00
5.00	FIBER			4.25	21.25
TRUCK	DRIVER	TRUCK TIME	PLANT	TAX CODE	
10	BENNIE	12:16:15	Nesbit	7%	
TIME BATCHED					TAX
2:16:15					29.93
TIME IN					TOTAL
					457.43
TIME OUT					

CAUTION: Freshly mixed cement, mortar, grout or concrete may cause skin irritation. Avoid direct contact when possible and wash exposed skin areas promptly with water. If any cementitious material gets into the eye, flush immediately and repeatedly with water and get prompt medical attention.

NOTICE: Delivery Condition: When material is to be delivered to places other than on public streets, the buyer agrees to provide roadways or approaches, permitting access of trucks to point of delivery under their own power. If the buyer orders delivery beyond the curb line the buyer assumes all liability for any damage to streets, driveways or other property and agrees to indemnify Olive Branch Ready Mix, Inc. against all liability loss and expense incurred as the result of such delivery including wrecker charges.

Drivers are not permitted to add water to the mix to exceed maximum slump, except at direction of owner/contractor. Additional water added to this concrete will reduce its strength and may cause other problems. Any water added is at customer's risk. Calcium chloride may cause discoloration. The Seller agrees to make all deliveries at the best rate within its ability and dispatch, but no claims will be allowed because of delays. Prices are based on loads of not less than 5 cubic yards. Prices on loads of less than 5 cubic yards will be quoted on request. Ready mixed concrete ordered and delivered by mistake or in excess of requirements cannot be returned for credit. The Purchaser's exceptions and claims shall be deemed waived unless made in writing 3 days from time of delivery. The Seller shall be given all opportunity to investigate them. The Seller's liability shall in no event exceed the purchase price of the materials against which the claim is made.

TERMS: Service charge at 1 1/2% (18 percent annual) will be charged on past due accounts. Delivery/Terms Accepted by: _____

Water added on job: _____

Water requested by: _____

OLIVE BRANCH READY MIX, INC.

PHYSICAL ADDRESS
1960 HWY 51
NESEBIT, MS 38651
662-429-5484

MAILING ADDRESS
P.O. BOX 32
OLIVE BRANCH, MS 38654
662-895-5460

DATE	CUSTOMER ID	PO NUMBER	JOB NUMBER	ORDERED BY	TICKET NUMBER
21 Mar 01	EVANS				
SOLD TO		DELIVERED TO		N 15	
EVANS CONCRETE CONTRACTOR		LAKES OF CEDAR GROVE HERNANDO FOR DON DUCAN JOB		USE OF PRODUCT	
QUANTITY	PROD. CODE	PRODUCT DESCRIPTION		UNIT PRICE	EXTENDED
8.00	3500	FIBER		67.00	536.00
8.00	3500	COMM 2:		4.25	34.00
TRUCK	DRIVER	TRUCK TIME	PLANT	TAX CODE	
6	JAMES	9:46:08	Nesbit	7%	
TIME BATCHED		TIME IN		TIME OUT	
9:46:08					
TOTAL				609.92	

CAUTION: Freshly mixed cement, mortar, grout or concrete may cause skin irritation. Avoid direct contact when possible and wash exposed skin areas promptly with water. If any dermatitis material gets into the eye, rinse immediately and repeatedly with water and get prompt medical attention.

NOTICE: Delivery Condition: When material is to be delivered to places other than on public streets, the buyer agrees to provide roadways or approaches, permitting access of trucks to point of delivery under their own power. If the buyer orders delivery beyond the curb line the buyer assumes all liability for any damage to sidewalks, driveways or other property and agrees to indemnify Olive Branch Ready Mix, Inc. against all liability loss and expense incurred as the result of such delivery including wrecker charges.

Drivers are not permitted to add water to the mix to exceed maximum slump, except at direction of owner/contractor. Additional water added to this concrete will reduce its strength and can cause other problems. Any water added is at customer risk. Caution chloride may cause discoloration if trucks are held at the work site for more than the maximum time allowed, overtime will be billed to the purchaser at the rate in effect at time of delivery. Ready mixed concrete ordered and delivered by mistake or in excess of requirements cannot be returned for credit.

The Purchaser's exceptions and claims shall be deemed waived unless made in writing 3 days from time of delivery. The Seller shall be given full opportunity to investigate them. The Seller's liability shall in no event exceed the purchase price of the materials against which the claim is made.

TERMS: Service charge of 1 1/2% (18 percent annual) will be charged on past due accounts.

Delivery/Terms Accepted by _____

Water added on job:

Gals.

Water requested by:

[Handwritten signature]

1679 Cedar Trace

OLIVE BRANCH READY MIX, INC.

PHYSICAL ADDRESS
1960 HWY 51
NESBIT, MS 38651
662-429-5484

MAILING ADDRESS
P.O. BOX 32
OLIVE BRANCH, MS 38654
662-895-5460

DATE		CUSTOMER ID		PO NUMBER		JOB NUMBER		ORDERED BY		TICKET NUMBER	
01/23/01		EVANS						N		3	
SOLD TO				DELIVERED TO				ORDERED			
TO THE CONCRETE CONTRACTOR				LAKES OF CEDAR GROVE				USE OF PRODUCT			
				HERNANDO				B. 000			
				FOR DON DUCAN COR							
QUANTITY		PROD CODE		PRODUCT DESCRIPTION				UNIT PRICE		EXTENDED	
5.00		3500		3500 CONCR 24				67.00		536.00	
9.20		FIBER		FIBER				4.25		39.05	
TRUCK		DRIVER		TRUCK TIME		PLANT		TAX CODE			
35		KENNY M.		8:50:58		WEST J		17%			
TIME BATCHED		TIME IN		TIME OUT		TAX		TOTAL			
8:50:58								39.95		609.95	

CAUTION: Freshly mixed cement, mortar, grout or concrete may cause skin irritation. Avoid direct contact when possible and wash exposed skin areas immediately with water. If any cementitious material gets into the eye, rinse immediately and repeatedly with water and get prompt medical attention.

NOTICE: Delivery Condition: When material is to be delivered to places other than on public streets, the buyer agrees to provide load/unload instructions, permitting access of trucks to point of delivery under their own power. If the buyer orders delivery beyond the curb free time, the buyer assumes liability for any damage to sidewalks, driveways or other property and agrees to reimburse Olive Branch Ready Mix, Inc. against all liability losses. Drivers are not permitted to add water to the mix to exceed maximum slump, except at direction of our field/railroad. Otherwise, water added to concrete will reduce its strength and can cause other problems. Any water added is at customer's risk. Calcium chloride may cause discoloration of trucks and is held at the work site for more than the maximum time allowed, but no claims will be allowed because of delays. Prices are based on loads of not less than 5 cubic yards. Prices on loads of less than 5 cubic yards will be quoted on request. Ready mixed concrete ordered and delivered by or on behalf of the purchaser at the rate in effect at the time of delivery. The purchaser's exceptions and claims shall be deemed waived unless made in writing 3 days from time of delivery. The Seller shall not be liable for any opportunity to investigate them. The Seller's liability shall in no event exceed the purchase price of the materials and services. **TERMS:** Service charge of 1.12% (18 percent annual) will be charged on all orders.